

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 2202

22 172 457

GEO E COLE & CO CHICAGO LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor James A. Nielsen and Hannelore Nielsen, his wife

of the City Hanover Pk. County of Cook and State of Illinois for and in consideration of the sum of Sixty-three Hundred sixty and 00/100----- Dollars in hand paid, CONVEY AND WARRANT to Ruben Harris, Trustee, 6029 W. Irving Pk. Rd. of the City Chicago County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City Hanover Pk. County of Cook and State of Illinois to-wit: Lot 8 in Block 64 in Hanover Highlands Unit #9 a subdivision in the NE 1/4 of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian according to the plat thereof recorded on 5/1/69 as Doc. #2022255 in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor James A. Nielsen and Hannelore Nielsen, his wife justly indebted upon one principal promissory note bearing even date herewith, payable in the sum of Sixty-three Hundred sixty and 00/100 dollars (\$6360.00) in Sixty (60) equal and successive monthly installments of One Hundred six and 00/100 dollars (\$160.00) each beginning January 28, 1973 and ending December 28, 1977.

THE GRANTOR S covenant and agree as follows: (1) To pay said indebtedness with the interest thereon, as hereon, and the said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of each year, all taxes and assessments on said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction of the premises to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the Trustee or Mortgagee, and, second, to the Trustee herein in their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all fire, theft, and other insurances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the premiums on any of the said insurances or the interest thereon when due, the grantor or his holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and shall make good, to repay immediately without demand, and the same with interest thereon from the date of payment at seven percent per annum, shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the grantor S that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for depositions, expenses, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantor S; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of said indebtedness, as such, may be a party, shall also be paid by the grantor S. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decrees have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements and the costs of suit, including the solicitor's fees have been paid. The grantor S for said grantor S and for the heirs, executors, administrators and assigns of said grantor S waive, relinquish, release, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this deed, the court in which such bill is filed, may at once and without notice to the said grantor S, or to any party claiming under said grantor S, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, disability or absence from said Cook County of the grantee, or of his refusal or failure to act, then Melvin Cohen of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor shall refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand S and seal S of the grantor S this 21st day of December A. D. 1972

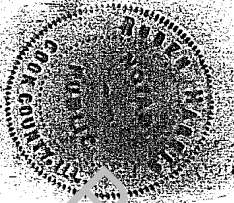
James A. Nielsen (SEAL)  
Hannelore Nielsen (SEAL)  
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\_\_\_\_\_  
(SEAL)  
(SEAL)

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# UNOFFICIAL COPY

State of Illinois  
County of Cook } ss.



I, the undersigned

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that James A. Nielsen and Hannelore Nielsen, his wife

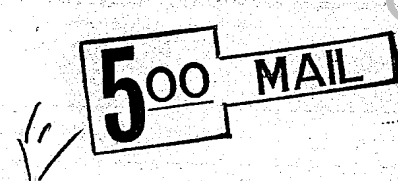
personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 21st day of December A. D. 1972

Notary Public.

Property of Cook County Clerk's Office

RECORDED BY 1973 JAN 2 AM 10 03  
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Box No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

TO



PLEASE RETURN TO:

HARRIS LOAN & MORTGAGE CO.  
6029 W. IRVING PARK ST.  
CHICAGO 34, ILLINOIS

GEORGE E. COLE & COMPANY

22172457

END OF RECORDED DOCUMENT